

EXHIBIT

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From: John Dittami- Effex <john@effexcapital.com> on behalf of John Dittami- Effex
Sent: Tuesday, August 17, 2010 10:33 AM
To: Alexander Dick
Cc: 'Joseph Paykin'
Subject: FW: resig.docx
Attachments: Effex price provider agmt 05Aug10.redline.8.17.10.DOC

Alex, hope this helps, there were a few more small notes. I am guessing there are things on our discussion list that aren't in here as well, and I forgot to put Ken's note on payment from invoice period on the note pad list.

Thanks,
John

From: Paykin, Joseph [<mailto:JPaykin@hhk.com>]
Sent: Tuesday, August 17, 2010 10:01 AM
To: John Dittami- Effex
Subject: RE: resig.docx

Annexed please find a redline of the services agreement per our discussion last night. In addition, I have the following comments:

Section 3.1 -- seems to have an inconsistency. The Fee is calculated by FXCM; but Effex deliver a written report setting forth a volume calculation, if so, shouldn't Effex calculate the fee?

Section 5. Perhaps we can reference a side letter as to Effex's rights in the event of termination.

Section 10. before the word negligence, in inserted "gross".

Section 11. Should be mutual.

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From: John Dittami- Effex [<mailto:john@effexcapital.com>]

Sent: Monday, August 16, 2010 6:39 PM

To: Alexander Dick

Cc: Paykin, Joseph

Subject: resig.docx

Alex,

I think I have the signed version at my house, if you have it this would help.

Effectively you can see what we want to maintain is that we are still looking to finalize agreements that reflect the same economic terms similar to initial employment agreement, and doing so on back of this new agreement will make me feel a lot better.

I forgot to put the note about payment due after invoice sent in the document, this was item Ken wanted to give FXCM control on when to pay.

Also, I did quick review with my legal copied above, and he noticed couple good things. One is section 11, we should either make that section mutual or take it out. The other is on the termination, we should set this to 360 as we still need to work out other agreements, and this actually covers FXCM as well to see that I can't just step away from providing prices at moments notice.

I appreciate your help on this, looking forward to seeing your revised version and to meeting on Monday to chat on the next agreement.

Thanks,
John